

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

LANA LASTRA VARGO, a/k/a LANA  
MARIE LASTRA, a/k/a LANA MARIE  
VARGO,

Case No. 8:15-bk-12353-CED

Chapter 13

\_\_\_\_\_  
Debtor. \_\_\_\_\_/

**CHAPTER 13 PLAN**

**CHECK ONE:**

  X   Debtor<sup>1</sup> certifies that the Plan does not deviate from the model plan adopted by the Court at the time of the filing of this case. Any nonconforming provisions are deemed stricken.

       The Plan contains provisions that are specific to this Plan in paragraph 9 Nonconforming Provisions. Any nonconforming provision not set forth in paragraph 9 is deemed stricken.

**1. MONTHLY PLAN PAYMENTS:** Plan payments include the Trustee's fee of 10% and shall begin thirty (30) days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of 60 months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payment under the plan and may cause an increased distribution to the unsecured class of creditors.:

A. \$2,004.00 per month for months 1 to 60 in order to pay the following creditors:

**2. ADMINISTRATIVE ATTORNEY'S FEES:**

**Base fee: \$3,600.00      Total Paid Prepetition: \$3,600.00 Balance Due: \$0.00**

**Estimated Additional Fees Subject to Court Approval: \$0.00**

**Attorney's Fees Payable through Plan \$0.00 Monthly (subject to adjustment)**

**3. PRIORITY CLAIMS: (as defined in 11 U.S.C., §507)**

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<sup>1</sup>All references to "Debtor" include and refer to both of the debtors in a case filed jointly by two individuals.

<b>Last 4 Digits of Acct No.</b>	<b>Creditor</b>	<b>Total Claim</b>
7296	Dept of Treasury, Internal Revenue Service	\$1,600.00

4. **TRUSTEES FEES.** Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

5. **SECURED CLAIMS.** Pre-Confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments.

**(A) Claims Secured by Real Property Which Debtor Intends to Retain/Mortgage Payments and Arrears, if any, Paid through the Plan.** If the Plan provides for curing of prepetition arrearages on a mortgage, the Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly post-petition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the post-petition mortgage payments on the following mortgage claims:

<b>Last 4 Digits of Acct No.</b>	<b>Creditor</b>	<b>Collateral Address</b>	<b>Reg. Mo. Pmt.</b>	<b>Gap Pmt.</b>	<b>Arrears</b>
	Wells Fargo	3310 Korina	\$1,256.38	\$0.00	\$30,654.51

**(B) Claims Secured by Real Property/Debtor Intend(s) to Seek Mortgage Modification.** Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross disposable monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment, or (2) for *non-homestead*, income-producing property, 75% of the gross rental income generated from the property:

<b>Last 4 Digits of Acct No.</b>	<b>Creditor</b>	<b>Collateral Address</b>	<b>Pmt. Amt.</b>
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None

**(C) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES:** Under 11 U.S.C., §1322(b)(2), this provision does not apply to a claim secured solely by the Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. The secured portion of the claim, estimated below, shall be paid:

Last 4 Digits of Acct No.	Creditor Collateral Desc./Address	Claim Amt. Value.	Pmt. Interest @ ____%
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None

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**(D) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY.** Claims of the following secured creditors shall be paid in full with interest:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt.	Pmt.	Interest @ ____%
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Always Green	3310 Korina	\$227.50	3.79	0%
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**(F) Secured Claims/Lease Claims Paid Direct by the Debtor:** The following secured claims/lease claims are being made via automatic debit/draft from Debtor's depository account and are to continue to be paid direct tot he creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights. (Note: The Plan must provide for the assumption of lease claims that Debtor proposes to pay direct in the Lease/Executory Contract Section 6 below).

Last 4 Digits of Acct No.	Creditor	Property/Collateral
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Carrollwood Civic Asso	3310 Korina
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**(G) Liens to be Avoided per 11 U.S.C., §522/Stripped Offer per 11 U.S.C., §506.** A separate motion to avoid a lien under §522 or to determine secured status and to strip a lien under §506 must be filed.

Last 4 Digits of Acct No.	Creditor	Collateral Description/Address
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None

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**(H) Surrender of Collateral/Leased Property:** Debtor will surrender the following collateral/leased property The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. (Note: The Plan must provide for the assumption of lease claims that Debtor proposes to pay direct in the Lease/Executory Contract Section 6 below).

Last 4 Digits of Acct No.	Creditor	Property/Collateral to be Surrendered
2025 & 1155	Suncoast Credit Union	2006 Ford Explorer

**6. LEASES/EXECUTORY CONTRACTS:**

Last 4 Digits of Acct No.	Creditor	Property	Assume/Reject-Surrender	Est. Arrears
None				

**7. GENERAL UNSECURED CREDITORS:** General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above-referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$1,400.00.

**8. ADDITIONAL PROVISIONS:**

- (A). Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims;
- (B). Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.
- (C). Property of the estate (check one)\*
  - 1. \_\_\_\_ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise; or
  - 2.  X  shall vest in Debtor upon confirmation of the Plan.

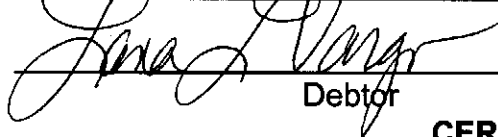
\*If Debtor fails to check (1) or (2) above, or if the Debtor checks both (1) and (2), property of the estate shall not vest in the Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

- (D). The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. The Trustee shall only pay creditors with filed and allowed proof of claims. An allowed proof of claim will control, unless the Court orders otherwise.
- (E). The Debtor may attach a summary or spreadsheet to provide an estimate of

anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.

- (F). Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if the Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. **Debtor shall spend no tax refunds without prior court approval.**

9. **NONCONFORMING PROVISIONS:** None

  
Debtor

Dated: 12-23-15

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Chapter 13 Plan has been furnished by U.S. Mail to all parties listed on the attached matrix this 23<sup>rd</sup> day of December, 2015.



LAW OFFICE OF RONALD R. BIDWELL P.A.  
Ronald R. Bidwell, Esquire  
1205 W. Fletcher Avenue, Suite B  
Tampa, FL 33612  
(813)908-7700 Facsimile (813)962-6156  
Florida Bar #298867  
ATTORNEY FOR DEBTOR.

13A-8  
Case 8:15-bk-12353-CED  
Middle District of Florida  
Tampa  
Wed Dec 23 16:24:41 EST 2015

Baycare Diagnostic Centers  
2985 Drew Street  
Clearwater, FL 33759-3012

Wells Fargo  
3310 Korina Lane  
Tampa, FL 33618-4216

Always Green Inc.  
20 Roberts Road  
Oldsmar, FL 34677-4915

Baycare Diagnostic Centers  
2985 Drew Street  
Clearwater, FL 33759-3012

Carrollwood Civic Assoc Inc  
Attn James Powell Reg Agent  
3043 Samara Drive  
Tampa, FL 33618-4305

Witibank South Dakota NA  
P O Box 6500  
Sioux Falls, SD 57117-6500

Comenity Bank/PTTRYB  
P O Box 182789  
Columbus, OH 43218-2789

Department of Revenue  
PO Box 6668  
Tallahassee, FL 32314-6668

Dept of Treasury/IRS  
Philadelphia CIO  
P O Box 7346  
Philadelphia, PA 19101-7346

(p)HORIZON FINANCIAL MANAGEMENT LLC  
9980 GEORGIA ST  
CROWN POINT IN 46307-6520

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Lindsay M. Alvarez, Esquire  
JASS SHULER P.A.  
P O Box 800  
Tampa, FL 33601-0800

Nacy's/DSNB  
P O Box 8218  
Mason, OH 45040-8218

Midland Credit Management  
GE Money Bank  
8875 Aero Drive #200  
San Diego, CA 92123-2255

Midland Funding LLC  
8875 Aero Dr #200  
San Diego, CA 92123-2255

SYNC/Gap  
P O Box 965005  
Orlando, FL 32896-5005

St. Josephs Hospital North  
P O Box 403600  
Atlanta, GA 30384-3600

Suncoast Credit Union  
P O Box 11904  
Tampa, FL 33680-1904

Suncoast Schools Federal  
Credit Union  
6801 E Hillsborough Avenue  
Tampa, FL 33610-4110

Target National Bank  
P O Box 673  
Minneapolis, MN 55440-0673

(p)TOYOTA MOTOR CREDIT CORPORATION  
PO BOX 8026  
EDAR RAPIDS IA 52408-8026

Wells Fargo Bank NA  
101 W Washington Street  
Marquette, MI 49855-4319

Wells Fargo Bank NA  
4101 Wiseman Blvd  
San Antonio, TX 78251-4200

Wells Fargo Home Mortgage  
P O Box 659558  
San Antonio, TX 78265-9558

United States Trustee - TPA7/13 7+  
Timberlake Annex, Suite 1200  
501 E Polk Street  
Tampa, FL 33602-3949

Ronald R. Bidwell +  
Law Office of Ronald R Bidwell PA  
1205 W Fletcher Ave Suite B  
Tampa, FL 33612-3324

Jelly Remick +  
Chapter 13 Standing Trustee  
Post Office Box 6099  
Sun City, FL 33571-6099

Note: Entries with a '+' at the end of the  
name have an email address on file in CMECF

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Horizon Financial Management  
1585 Broadway, Suite 880  
Merrillville, IN 46410

Toyota Motor Credit  
5005 N River blvd NE  
Cedar Rapids, IA 52411-6634

End of Label Matrix	
Mailable recipients	28
Bypassed recipients	0
Total	28